

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

RICARDO CAJERO TORRES and MARIO  
BAUTISTA,

Plaintiffs,

- against -

IGOR GRINBERG and ANGIE HERRERA,

Defendants.

19 Civ. 2532 (PAE)

**VERDICT FORM AS TO  
RICARDO CAJERO TORRES**

Hon. Paul A. Engelmayer, United States District Judge:

**ISSUE I: DURATION OF EMPLOYMENT**

1. On which dates was plaintiff employed by Sushi Sushi?

FROM 6/8/16 TO 1/27/19

**ISSUE II: EMPLOYER STATUS**

2. Was defendant Igor Grinberg an employer of plaintiff?

YES ✓ NO       

3. Was defendant Angie Herrera an employer of plaintiff?

YES        NO ✓

**ISSUE III: MINIMUM WAGES**

4. Did Sushi Sushi qualify to take a tip credit with respect to plaintiff?

In 2016: YES ✓ NO \_\_\_\_\_  
In 2017: YES ✓ NO \_\_\_\_\_  
In 2018: YES ✓ NO \_\_\_\_\_  
In 2019: YES ✓ NO \_\_\_\_\_

5. What was plaintiff's regular hourly rate of pay at Sushi Sushi?

In 2016: \$ 7.50  
In 2017: \$ 7.50  
In 2018: \$ 8.00  
In 2019: \$ 9.00

6. Was plaintiff paid a regularly hourly rate by Sushi Sushi that was below the minimum wage?

In 2016: YES \_\_\_\_\_ NO ✓  
In 2017: YES \_\_\_\_\_ NO ✓  
In 2018: YES \_\_\_\_\_ NO ✓  
In 2019: YES \_\_\_\_\_ NO ✓

**ISSUE IV: OVERTIME WAGES**

7. During the term of plaintiff's employment with Sushi Sushi, did plaintiff ever work overtime hours?

YES ✓ NO       

8. Was there at least one week in which plaintiff worked overtime hours and was not properly compensated for his overtime hours?

In 2016: YES ✓ NO       

In 2017: YES ✓ NO       

In 2018: YES ✓ NO       

In 2019: YES ✓ NO       

**ISSUE V: SPREAD OF HOURS**

9. Did plaintiff's "spread of hours" exceed 10 hours on any given day at any time during his employment at Sushi Sushi?

YES ✓ NO       

10. Was plaintiff properly compensated for his "spread of hours" by Sushi Sushi?

In 2016: YES        NO ✓

In 2017: YES        NO ✓

In 2018: YES        NO ✓

In 2019: YES        NO ✓

**CALCULATIONS FOR ISSUES III, IV, AND V**

11. Please fill in the chart according to the instructions.

12. You must fill in the sections (1), (2) and (3) for any year in which you answered "Yes" to *either* Question 6 *or* Question 8.

- In the section marked "(1)", please indicate the number of compensable regular hours that you find the plaintiff worked for that year.
- In the section marked "(2)", please indicate the number of compensable overtime hours that you find plaintiff worked for that year.
- In the section marked "(3)", please indicate the total amount of money plaintiff received for that year, not including tips.

You must fill in section (4) for any year in which you answered "No" to Question 10.

- In that section, please indicate the number of days, if any, that you find plaintiff worked more than 10 hours without receiving payment for an extra hour for spread of hours pay during the year listed.

Year	(1) Number of regular hours worked by plaintiff	(2) Number of overtime hours worked by plaintiff	(3) Total wages (not including tips) that plaintiff was paid in this year	(4) Number of days in which plaintiff worked more than 10 hours without receiving spread of hours pay
2016	1156	293	\$ 11,975.26	82
2017	2034	292.5	\$ 18,545.71	74
2018	1788	226	\$ 16,986.64	62
2019	143	2	\$ 1,314.00	2

**ISSUE VI: TIME-OF-HIRE WAGE NOTICE**

13. Was plaintiff provided with an adequate wage notice within 10 days of the date he was hired by Sushi Sushi?

YES ☒ NO ☐

14. If you answered "No" to the preceding question, was he ever provided with an adequate wage notice?

YES ☐ NO ☐

15. If you answered "Yes" to the preceding question, on what date or date(s) was he provided with an adequate wage notice?

\_\_\_\_\_

**ISSUE VII: WAGE STATEMENTS**

16. Was plaintiff provided with a full and accurate wage statement each payday during the term of his employment at Sushi Sushi?

YES ☒ NO ☐

17. If you answered "No" to the preceding question, for how many weeks did Sushi Sushi fail to provide plaintiff with full and accurate wage statements?

\_\_\_\_\_ weeks.

**ISSUE VIII: TOOLS OF THE TRADE**

18. Has plaintiff proven that he is entitled to reimbursement for the purchase of any electric bicycle?

YES \_\_\_\_\_ NO ✓

19. If you answered "Yes" to Question 18, how much of his own money did he spend on the purchase that was not reimbursed?

AMOUNT: \$ \_\_\_\_\_

20. Has plaintiff proven that he is entitled to reimbursement for maintenance of any electric bicycle?

YES \_\_\_\_\_ NO ✓

21. If you answered "Yes" to Question 20, how much of his own money did he spend on maintenance per month on average that was not reimbursed?

AMOUNT: \$ \_\_\_\_\_

22. If you answered "Yes" to Question 18 or 20, did the defendant willfully violate the FLSA in failing to reimburse the plaintiff?

Igor Grinberg YES \_\_\_\_\_ NO \_\_\_\_\_

Angie Herrera YES \_\_\_\_\_ NO \_\_\_\_\_

**ISSUE IX. GOOD FAITH**

23. To the extent Sushi Sushi failed to compensate plaintiff the applicable minimum wage, did the defendants nonetheless act in good faith?

YES \_\_\_\_\_ NO \_\_\_\_\_

24. To the extent that Sushi Sushi failed to compensate plaintiff adequate overtime wages, did the defendants nonetheless act in good faith?

YES ☒ \_\_\_\_\_ NO \_\_\_\_\_

25. To the extent that Sushi Sushi failed to compensate plaintiff for his spread of hours, did the defendants nonetheless act in good faith?

YES ☒ \_\_\_\_\_ NO \_\_\_\_\_

26. To the extent that Sushi Sushi failed to provide plaintiff with an adequate wage notification, did the defendants nonetheless act in good faith?

YES \_\_\_\_\_ NO \_\_\_\_\_

27. To the extent that Sushi Sushi failed to provide plaintiff with adequate wage statements, did the defendants nonetheless act in good faith?

YES \_\_\_\_\_ NO \_\_\_\_\_

**VERDICT CERTIFICATION**

**PRINTED NAME**

**SIGNATURE**

John D. Klett

[Signature]

Matthew Coleman

[Signature]

Daniel Nathan

[Signature]

Theresa Criscione

[Signature]

RYAN M KERNAN

[Signature]

Frank Torres

[Signature]

ELLIOT ROSA

[Signature]

Joshua Brazier

[Signature]

Dated: 20 MAY 2022

BY PRINTING AND SIGNING YOUR NAME ABOVE, EACH JUROR IS INDICATING THAT HE OR SHE AGREES WITH EACH AND EVERY ANSWER REPORTED ON THIS VERDICT FORM. AFTER EACH MEMBER OF THE JURY HAS PRINTED AND SIGNED THE VERIFICATION, THE FOREPERSON SHOULD SUMMON THE MARSHAL AND ADVISE HIM OR HER THAT YOU ARE READY TO REPORT YOUR ANSWERS TO THE COURT.